

INVITATION FOR BIDS NO. 9PR-2002-150

The U.S. General Services Administration
cordially invites your bid to purchase

Eureka Federal Building
5th and H Streets
Eureka, Humboldt County, California 95501

The Online/Written auction begins
Wednesday, January 9, 2002



For further information, please contact:

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24-hour Bidder Fax Number: (415) 436-7402

GSA Home Page: <http://propertydisposal.gsa.gov>
Online Auction: <http://www.auctionrp.com>



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**SCHEDULE
INVITATION FOR BIDS NO. 9PR-2002-150**

1. LOCATION

The Eureka Federal Building is located at the corner of 5th and H Streets, Eureka, California 95501, in the central business district.

The city of Eureka is located on the northern coast of California, approximately 280 miles north of San Francisco and approximately 100 south of the Oregon state border. The property can be accessed via Highway 101 and all forms of transportation are available.

Eureka is the county seat of the County of Humboldt. The population within the city limits approximates 28,000.

The main industries are timber, tourism, commercial fishing, agriculture, and manufacturing. Eureka offers a wide variety of dining, shopping, historic attractions, museums, entertainment, and recreation. The Humboldt State University is located in nearby Arcata and the Humboldt Redwoods State Park (to name only one area ancient forest) is a pleasant 35-mile driving distance away.

2. PROPERTY DESCRIPTION

The property consists of a historic commercial building fashioned in the neoclassical revival style. Built as the U.S. Post Office and Court House, this unreinforced masonry building has three aboveground stories, plus a basement. The building is approximately 23,959 gross square feet, sited on a 140-foot by 150-foot corner lot (0.48 Acre).

Designed by Department of the Treasury Architect John Knox, construction on the building was completed circa 1910. The property is listed on the National Register of Historic Places and on the Local Register of Historic Places.

The building's mechanical operating systems are located in the basement and on the roof. There is

one (1) passenger elevator and a loading dock. Outside parking includes approximately six (6) parking spaces.

NOTE: The Government's office furniture and equipment is NOT included in this sale.

3. PROPERTY INSPECTION

Mr. Walter Cook will conduct guided inspection tours of the property. Tours are estimated to take 1 to 1-1/2 hours, each. All available property documents will be available for review at this time. These documents are the property of the Government and are not to be removed from the viewing office, or copied, without the permission of the Government. To inspect the property, meet Mr. Cook in the first floor lobby, near the 5th Street entrance, promptly at **10:00 a.m. and/or 2:00 p.m.** (local time):

**Friday, December 14, 2001
Wednesday, December 19, 2001
Monday, January 7, 2002**

Inspection of the property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the properties offered will NOT constitute grounds for any claim or demand or adjustment or withdrawal of a bid after the opening of the auction.

4. CONDITION OF PROPERTY

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the bid opening or conclusion of an auction.

5. LEGAL DESCRIPTION

That certain real property situated in the State of California, County of Humboldt, City of Eureka, described as follows:

PARCEL ONE

Lot 4 of Block 58 of the City of Eureka, according to the Map or plat of the said City on file or of record in the office of the County Recorder of Humboldt County, State of California.

PARCEL TWO

Lot 3 of Block 58 of the City of Eureka, according to the Map or plat of said City on file or of record in the office of the County Recorder of Humboldt County, State of California.

PARCEL THREE

A parcel of land in the City of Eureka, County of Humboldt, State of California, bounded and particularly described as follows:

Beginning on the South side of an alley in Block 58 at a point 120 feet Easterly from a point on the East side of "G" Street, 110 feet Northerly from the North line of Sixth Street;

Thence Southerly 20 feet;

Thence Westerly at right angles 20 feet;

Thence Northerly at right angles 20 feet;

Thence Easterly along the South line of said alley, 20 feet to the place of beginning. The same being in Block 58 of the City of Eureka, in accordance with the Official Map of said City.

PARCEL FOUR

A parcel of land situated in the City of Eureka, County of Humboldt, State of California, and bounded and particularly described as follows:

Beginning at a point on the Southerly line of Fifth Street, 120 feet East of the Southeasterly corner of Fifth and G Streets, and running then Southerly and parallel with the Easterly line of G Street 110 feet to an alley;

Thence Westerly along the North line of said alley and parallel with the Southerly line of Fifth Street, 20 feet;

Thence at right angles Northerly and parallel with the Easterly line of G Street, 110 to the Southerly of Fifth Street; and

Thence at right angles Easterly and along the Southerly line of Fifth Street, 20 feet to the place of beginning; the same being the Easterly one third of Lot 2 in Block 58 in the City of Eureka, aforesaid.

PARCEL FIVE

A parcel of land situate in the City of Eureka, County of Humboldt, State of California bounded and particularly described as follows:

Beginning at a point on the West Line of "H" Street, 110 feet South of the Southwest corner of H and Fifth Streets;

Thence Westerly and parallel with the South line of Fifth Street, 140 feet;

Thence at right angles Southerly, 20 feet;

Thence Easterly and parallel with the South line of Fifth Street, 140 feet to the West line of H Street;

Thence Northerly along the West Line of H Street, 20 feet to the place of beginning, being the East 140 feet of the alley through Block 58.

PARCEL SIX

A parcel of land located with Lots 5 and 6 of Block 58 of the City of Eureka, County of Humboldt, State of California, according to the Map or plat of said City on file or of record in the office of the County Recorder of the County of Humboldt, State of California, bounded and particularly described as follows:

Beginning at the Northeast corner of said Lot 5 and running thence along the northerly line of said Lots 5 and 6, a distance of 120 feet to the lands of J.C. Smiley'

Thence Southerly along the Westerly line of said Lot 6 a distance of 20 feet;

Thence Easterly and parallel with the Northerly line of said Lots 5 and 6, a distance of 120 feet to the Westerly line of "H" Street;

Thence Northerly 20 feet to the place of beginning.

**6. ASSESSOR'S PARCEL
NUMBER (APN)**

Assessor's Parcel Number is 001-145-02. For more information, contact the Humboldt County Assessor's Office at 825 – 5th Street, Eureka, California 95501. Telephone (707) 445-7663.

7. ZONING

The property is zoned Central Commercial District (CC). This zone is intended to maintain compactness and encourage more intensive development in the county's principal business district; and to maximize the efficiency of the central district by limiting or prohibiting uses that break the continuity of commercial frontage or are incompatible with an attractive pedestrian shopping area.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales agreement.

For more information, please contact the City of Eureka Community Development Department, 531 K Street, Eureka, California 95501-1165. Telephone (707) 441-4160.

8. OCCUPANCY

Verification of the present building requirements and determination of any required occupancy permit, structural evaluation or correction shall be the responsibility of the bidder and the Government makes no representation in regard thereto.

Bidders are urged to contact the City of Eureka Building Department, 531 K Street, Eureka, California 95501-1165, (707) 441-4150.

9. UTILITIES

All utilities are currently available and installed at the property. Procurement of utility service shall be the responsibility of the successful bidder. Bidders are urged to contact utility companies for information about availability.

Water/Sewer: City of Eureka
(707) 441-4119

Gas/Electric: P.G. & E.
(800) 743-5000

Telephone: Pacific Bell
(800) 750-2355

**10. NOTICE OF PRESENCE OF
ASBESTOS--WARNING!**

a. Bidders are warned that the property offered for sale contains asbestos-containing materials (ACM). The March 2, 1995 *Asbestos and Lead-Based Paint Survey*, conducted by Industrial Health Incorporated, is available for review during the inspection tours mentioned in paragraph 3, above. Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces has been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos due to potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos related disease, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the property to be sold *prior* to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorizations(s) that may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any asbestos hazards or concerns.

c. No warranties, either express or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for

adjustment or withdrawal of a bid after its opening or tender.

d. The description of the property set forth in the IFB, and any other information provided therein with respect to said property, is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the bidder against the Government, including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability, or death to the bidder or to his/her/its successors, assigns, employees, invitees, or any other person subject to the his/her/its control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether the bidder, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.

f. The bidder further agrees that in its use and occupancy of the property, it will comply with all Federal, state, and local laws relating to asbestos.

g. An asbestos covenant will be included in the conveyance document.

11. NOTICE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

a. Bidders are informed that the offered property was constructed prior to 1978 and may contain lead-based paint. The March 2, 1995 *Asbestos and Lead-Based Paint Survey*, conducted by Industrial Health Incorporated is available for review during the inspection tour schedules listed in paragraph 3, above.

b. Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of

developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

c. Interested parties are invited, urged, and cautioned to inspect the offered property *prior* to submitting a bid. Interested parties shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any lead-based paint hazards or concerns. The property is being sold "AS IS" and the Purchaser agrees to hold the Government harmless from any health problems that may result from lead-based paint. The appropriate hold harmless clause will be included in the transfer document.

12. NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

a. Based on a complete search of agency files, in accordance with regulations issued by the U.S. Environmental Protection Act at 40 CFR, Part 373, GSA has determined that there is no evidence to indicate that hazardous substance activity took place on the property.

b. A hazardous substance covenant will be included in the conveyance document.

13. NOTICE OF SEISMIC CONDITION

The building does not meet current seismic standards. Bidders are urged to review the October 1994 *Seismic Evaluation and Upgrade Concepts*, prepared by Forell/Elsesser Engineers, Inc., which is available for review upon request.

14. ACCESSIBILITY

The building does not meet Americans with Disabilities Act (ADA) requirements for access by the physically disabled.

<p style="text-align: center;">SPECIAL TERMS OF SALE INVITATION FOR BIDS NO. 9PR-2002-150</p>

1. REQUIREMENT TO LEASE

BACK SPACE TO GSA

The Eureka Federal Building currently houses several Federal agencies. The purchaser of the property offered in this IFB will be required to lease back approximately 8,991 square feet of space to GSA for these agencies. The term of the lease will be for three (3) years from the date of conveyance, but any and all portions of the lease may be terminated upon 120 days' written notice (see Page F5, Block B, Term).

The lease requirements are provided in this IFB, beginning on Page F4, in the Bid Form and Lease Forms section. Bidders must execute and return the lease forms along with the required bid package.

2. INSURANCE

a. In the event a bid to purchase is accepted, the successful bidder shall, at the option of the Government, and upon fifteen (15) days' written notice by the Government, procure insurance for the building and maintain such insurance throughout the term of the lease, for the benefit of the Government, in such kinds and amounts as may be required by the Government, and at bidder's expense.

b. Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies shall be written in the name of the bidder, but shall name the General Services Administration (GSA), as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.

c. Any insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.

d. Information concerning insurance requirements will be furnished by GSA's Property Disposal Division.

**3. THOMAS LAMAN-HARDY
MURALS**

Federal regulations prescribe specific handling for artwork commissioned by the Department of the Treasury for the Treasury Relief Arts Project. As such, the Government will sell the five 1937 Thomas Laman-Hardy murals with the property. However, there will be provisions in the conveyance documents requiring the purchaser to attempt to provide public access to the murals, and that if the purchaser or its assigns fail to provide protections and maintenance of the murals, the murals will, at the option of the Government, revert to the Government.

**4. HISTORIC PRESERVATION
COVENANT APPLIES**

The sale of the property is subject to the Historic Preservation Covenant, which is provided beginning on Page 6 in this IFB. The covenant will be included in and made a part of the conveyance document.

HISTORIC PRESERVATION COVENANT

A. The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the real property above described, together with any improvements (said real property and improvements are collectively referred to herein as the "Property"), is hereby conveyed subject to the conditions, restrictions, and limitations, hereinafter set forth, which are covenants running with the land; that the GRANTEE, its successors, and assigns, covenants and agrees that in the event that the property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instruments of conveyance.

B. GRANTEE acknowledges and understands that the EUREKA FEDERAL BUILDING (formally known as the United States Post Office and Courthouse), located at 5th and H Streets in Eureka, California, is on the National Register of Historic Places (#19830210 83001181) and that it is an historic structure subject to preservation protections set forth in this covenant. The structure was evaluated in a March 21, 1996 Historic Building Preservation Plan (HBPP) prepared by the Architecture Company of Tucson, Arizona (tac #95070). The HBPP noted, among other items, the following facts:

1. Construction of the Property was completed in 1910. The Architect was James Knox of the Department of the Treasury. The Property has undergone relatively minor physical and functional changes since its completion.
2. The significance of the Property is its architecture, art, and the period of its construction. It was the first Federal Building in the city of Eureka and was a locally prominent symbol and source of pride to the citizens.
3. The building is a 23,959 square foot, three-story block, resting on a full, raised basement. It is situated on a raised foundation (the classic pedestal), which lifts the level of the main lobby several feet above street level and gives the building a more impressive bearing. The building is set back from the sidewalks along 5th and H Streets, a siting device that distinguishes it from its commercial neighbors. Grass lawns with trees and shrubbery surround the building on its north, east, and west sides. The main public entrance on H Street is via a broad set of granite steps and landings.
4. The building is of neoclassical design. The front façade features the building's most striking exterior element--a series of five Georgian windows with fanlights extending from the second to the third floors, round brick arches, stone springers, and oak trim. The building is covered with a flat roof with terne metal sloping outer edges, which gives the impression that the roof is hipped.
5. The Post Office occupies the entire first floor of the building and has undergone few changes. The lobby features the original tri-colored quarry tile floor with contrasting tile borders, marble wainscoting, plaster walls and ceiling with molded plaster crown, wrought iron bracketing, cantilevered writing tables, original (and newer) post office boxes, and window and door trim. The postal workroom still has plaster walls and ceilings and maple strip flooring.
6. The upper two levels of the building are dominated by the large, two-story Courtroom centered above the main lobby on the east wall. The Courtroom was altered in the 1950's and 1960's to replace plaster and then to

make smaller rooms, resulting in the concealment of some significant features. However, much remains of the original paneled and plastered plaster walls, molded oak baseboards and wainscoting, paneled oak doorways and windows with original casings, jambs and sills, and of the original Mission-style furniture. The original artwork, located in the second floor Courtroom of the property, was done by Thomas Laman-Hardy in 1937 by commission from the Department of Treasury, under the Treasury Relief Arts Project. The five murals are identified as:

Identification Number: FA716-A
Subject/Year: Deer, 1937
Type: Tempera, Painting: Interior
Size: 24 inches x 36 inches

Identification Number: FA716-B
Subject/Year: Pelicans, 1937
Type: Tempera, Painting: Interior
Size: 24 inches x 36 inches

Identification Number: FA716-C
Subject/Year: Mining, 1937
Type: Tempera, Painting: Interior
Size: 5-1/2 feet x 10 feet

Identification Number: FA716-D
Subject/Year: Lumbering, 1937
Type: Tempera, Painting: Interior
Size: 5-1/2 feet x 10 feet

Identification Number: FA716-E
Subject/Year: Agriculture, 1937
Type: Tempera, Painting: Interior
Size: 5-1/2 feet x 10 feet

C. The GRANTEE acknowledges and understands that the Property is also on the Local Register of Historic Places (Humboldt County Recorder's #1997-12943-1) and that the City of Eureka, California, Historic Preservation Commission ("THE CITY"), has historic preservation responsibilities to the Property for "exterior alterations as viewed from the streetscape," and enforcement authority under Ordinance No. 607-C.S. (Eureka Municipal Code, Title 10, Chapter 5, Article 30 [Recodified 1997, to Title 15, Chapter 157]), and will impose development restrictions and conditions on the property that will be enforced by THE CITY with the granting of permits or other approvals necessary to develop the subject Property. The GRANTEE covenants and agrees that GRANTEE will submit to THE CITY, for review and coordination, all plans and applications for the property relating to "exterior alterations as viewed from the streetscape," prior to submitting such plans for the Property to the California State Historic Preservation Officer ("SHPO"). The address is:

City of Eureka
Community Development Department
Historic Preservation Commission
531 K Street
Eureka, CA 95501

D. The GRANTEE covenants and agrees that GRANTEE shall not authorize, perform, permit or allow any changes, whether physical or structural, that affect the color or the surface, consisting of, but not limited to, additions/deletions to the exterior of the Property or to architecturally or historically significant interior features, including, but not limited to, artwork, as determined by the SHPO, without the prior written approval of the SHPO.

E. The GRANTEE covenants and agrees that the Property will be preserved and maintained in accordance with this covenant. When developing plans for the Property, GRANTEE covenants and agrees that GRANTEE shall comply with, and adhere to, the March 21, 1996 HBPP, and specifically pages 16 – 47 of Stage III reports section, all of which by this reference is incorporated herein, and a copy of which is provided to GRANTEE along with the documents of conveyance. The GRANTEE further covenants and agrees that the Property shall be developed in compliance with the **Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings**.

F. GRANTEE covenants and agrees that GRANTEE shall obtain the prior written approval of the SHPO before undertaking any activity that affects the structure or any of its interior or exterior features. GRANTEE further covenants that GRANTEE shall submit to the SHPO any and all plans to modify, renovate, and/or add to the Property.

GRANTEE covenants that GRANTEE shall not commence any undertaking unless and until the SHPO approves of the plans. All plans shall be submitted to the SHPO at the address, below, or to such other address designated by SHPO:

California State Historic Preservation Officer
Office of Historic Preservation
1416 - 9th Street, Room 14442-7
Sacramento, CA 95814

G. GRANTEE covenants and agrees that if the GRANTEE and the SHPO are unable to agree on the plans for the proposed development, then the GRANTEE shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation ("ACHP") at:

Advisory Council on Historic Preservation
The Old Post Office Building
1100 Pennsylvania Avenue, NW #809
Washington, DC 20004

The GRANTEE, SHPO, and ACHP shall reach written agreement regarding the proposed development. GRANTEE covenants and agrees that no undertaking shall occur unless and until said written agreement is reached.

H. In the event of the breach of this covenant the SHPO, the UNITED STATES OF AMERICA, and/or THE CITY may institute a suit to enjoin any undertaking by an *ex parte* application for a temporary and/or permanent injunction; demand that the Property be restored to the condition required by the HBPP or the SHPO; enter upon the Property, correct any breach, and hold the GRANTEE responsible for the resulting costs. GRANTOR's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the GRANTOR at law or equity. If GRANTEE is found to have breached any of GRANTEE's obligations under this covenant, the GRANTEE shall reimburse GRANTOR (or any other enforcer of this covenant) for any costs incurred by the GRANTOR (or such other enforcer of the covenant), including court costs, reasonable attorney's fees, and restoration costs. GRANTEE acknowledges and agrees that GRANTOR may place a lien against the Property, at any time

even prior to obtaining a judgment, to secure payment for costs allowed under this covenant if GRANTEE does not pay such costs within forty-five (45) days of being presented with an invoice from the GRANTOR.

I. GRANTOR hereby reserves the right for the SHPO, THE CITY, and/or for the GRANTOR, or their agents, to enter the Property upon reasonable notice to the GRANTEE for the purpose of inspecting the Property to determine whether there is compliance by the GRANTEE with the terms of this covenant. GRANTEE covenants to cooperate in determining a date and time for such inspections and to provide for such inspections in all leases with its tenants.

J. GRANTEE covenants and agrees that no waiver of any term or condition of the covenant shall have any force or effect unless it is in writing and approved by the GRANTOR. No failure on the part of the GRANTOR to enforce any covenant or condition herein nor the waiver of any right thereunder by GRANTOR shall discharge or invalidate such covenant or provision of any other covenant, condition, or provision hereof, or affect the right of GRANTOR to enforce the same in the event of a subsequent breach or default.

K. These restrictions shall be binding on the GRANTEE and all Parties hereto, their successors, and assigns in perpetuity; however, the SHPO may, for good cause, and with the concurrence of the ACHP, modify or cancel any or all of the foregoing restrictions upon written application of the GRANTEE, its successors, or assigns.

L. GRANTEE covenants for itself and its successors and assigns, that any and all covenants described in this covenant shall run with the land and bind the GRANTEE and any successors and assigns of the GRANTEE to the restrictions, agreements and promises made in such covenants, in perpetuity. GRANTEE FURTHER COVENANTS for itself and its successors and assigns, to be bound by these covenants and subject to GRANTOR's reserved easement for inspection. The GRANTOR shall be deemed to be a beneficiary of all covenants, easements and warranties without regard to whether GRANTOR remains the owner of any land or interest in the locality of the Property hereby conveyed, and shall have the right, together with the SHPO, the primary enforcer of this covenant, and with THE CITY, to enforce these covenants in any court of competent jurisdiction.

M. The acceptance of the delivery of the Quitclaim Deed, to which this Historic Preservation Covenant is a part, shall constitute conclusive evidence of the agreement of the GRANTEE and any successors and assigns to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.

GENERAL TERMS OF SALE

INVITATION FOR BIDS NO. 9PR-2002-150

1. TERM - "INVITATION FOR BIDS"

The term "Invitation for Bids" as used herein refers to the foregoing IFB, and its Schedule; the Special Terms of Sale (including the U.S. Government Lease for Real Property, Government Tenant List, Supplemental Lease Requirements, General Clauses, Representations and Certifications, and the Historic Preservation Covenant), the General Terms of Sale, the Instructions to Bidders, the Bid to Purchase Government Property, and the Acceptance by the Government forms; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.

2. DESCRIPTIONS PROVIDED IN INVITATION FOR BIDS

The descriptions of the property set forth in the IFB and any other information provided therein with respect to said property are based on information available to the GSA Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when mailed to the bidder or to bidder's duly authorized representative at

the address indicated on the bid form. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. **NOTE: THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. FRIVOLOUS BIDS WILL NOT BE CONSIDERED.**

4. TAXES

As of the date of conveyance, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

5. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids or conducting of an auction, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

6. RISK OF LOSS

a. As of the date of assumption of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume

responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the property, as a result of fire or other cause during the period of time between acceptance of the bid by the Government and the granting of possession to the successful bidder, such loss or damage shall not be considered grounds for invalidating the contract of sale; however, the loss in value to the property as a result of said major loss or damage *may* be considered in granting an allowance, to be determined by the Contracting Officer. In any case, with respect to any claim against the Government, the extreme measure of the Government's liability shall not be in any event exceed refund of the purchase price or such portion thereof as the Government may have received from the successful bidder.

7. POSSESSION

a. The successful bidder agrees to assume possession of the property within fifteen (15) calendar days of a written request given by the Government after acceptance of his/her/its bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless, be charged with constructive possession commencing at 12:01 a.m. (local time) at the location of the property, on the 16th day calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.

b. Although by assuming possession under paragraph (a) above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of the conveyance, an amount equal to the

interest rate for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of ten-year (10-year) United States Treasury maturities as reported by the Federal Reserve Board in the "Federal Reserve Statistical Release H.15" plus one and one-half percent (1-1/2%), rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

8. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government ("Seller") and: a) Seller fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the successful bidder ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have NO further liability to Purchaser.

9. TITLE EVIDENCE

Any title evidence desired by the successful bidder will be procured by the successful bidder at his/her/its sole cost and expense. The Government will, however, cooperate with the successful bidder or his/her/its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits or title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will NOT be obligated to pay for any expense incurred in connection with title matters or survey of the property.

10. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be transferred by a Quitclaim Deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice. The sale and transfer of the property shall be subject to all existing covenants, easements, and reservations, whether of record or not.

11. SALE CLOSING

The Government shall set a closing date, said date to be not later than sixty (60) calendar days from the date of the Government's written acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price, and if required by written notification from the Government, shall furnish to the Government evidence of insurance coverage. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument or instruments of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with paragraph 7 (Possession), above.

12. DELAYED CLOSING

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of ten-year (10-year) United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus one and one-half percent (1-1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

**13. DOCUMENTARY STAMPS
AND RECORDING COSTS**

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain, at bidder's own expense, and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local

law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes, and at the successful bidder's expense. The successful bidder is required to deliver a copy of the recorded deed to the GSA Property Disposal Division (sales office).

14. CONTRACT

This Invitation for Bids (IFB) and the bid, when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of conveyance and security documents, unless modified in writing and signed by both parties. Oral statements or representations made by, or for, or on behalf of either party shall NOT be a part of such contract. The contract, or any interest therein, shall NOT be transferred or assigned by the successful bidder without the express, written consent of the Government, and any assignment transaction without such consent shall be void.

**15. OFFICIALS NOT TO
BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

INSTRUCTIONS TO BIDDERS

INVITATION FOR BIDS NO. 9PR-2002-150

1. SALE START DATE

The sale starts Wednesday, January 9, 2002.

2. TYPE OF SALE

The sale will be a written auction conducted via the Internet and by submission of written bids. The auction will be conducted over a period of several weeks' time, or until the property is sold. The date for receipt of final bids will be announced on the Internet and on the telephone Hotline recording, with three (3) days' prior notice. The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be on an ALL CASH basis, only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this property for financing.

4. SUGGESTED OPENING BID

The suggested opening bid for the property is **\$300,000.00**. This is not a minimum bid. You may bid more or less. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids.

5. BID DEPOSIT

a. A bid deposit in the amount of **TEN THOUSAND (\$10,000.00)** must accompany your *initial* bid. The following methods of payment are acceptable: 1) cashier's check; 2) certified check; 3) U.S. Postal Service money order; and 4) credit card payment (Visa or MasterCard). Personal or company checks are NOT acceptable and will be returned to the sender. Please send your bids and deposits to the following office:

U.S. General Services Administration

ATTN: Rhonda Rance

Property Disposal Division (9PR)

450 Golden Gate Ave., 4th Floor East

San Francisco, CA 94102-3434

(415) 522-3433

b. Please make your check or money order payable to:

**"U.S. General Services Administration or
(insert your name here)"**

Making the check payable to both "GSA or you" will make it easier for you to negotiate the instrument, if and when your bid deposit is returned to you. All bid deposits will be held until the property is awarded, unless a bidder, who is not the second-highest bidder, requests a return of his/her/its deposit in writing.

c. Bidders who want to bid online and pay their bid deposit by credit card must do so between the hours of 9:00 a.m. and 4:30 p.m. (local time), Monday through Friday, except Federal holidays.

d. Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an *additional* amount, if any, which when added to the initial bid deposit, will equal at least twenty percent (20%) of the amount bid (purchase price). Failure to so provide such bid deposit shall require rejection of your bid.

e. At the time of closing, all cash money paid by the purchaser will be credited, without interest, toward the total purchase price and shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after award.

f. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest.

g. Bid deposits received from the two highest bidders will be held until the property is sold. All other bid deposits will be returned after the last day of the auction. A bidder may request the return of his/her/its bid deposit while the auction is in progress, if he/she/it has not submitted the highest or second-highest bid at the time of the written request.

6. BACKUP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second-highest bidder may then be considered for award. The backup bidder's deposit will be retained, without interest, until close of escrow, and will thereafter be immediately by mail.

7. GOVERNMENT'S RIGHT TO NEGOTIATE

In the event that the Government is unable to make an award to the high bidder or the backup bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

8. BID FORM/LEASE FORMS

a. Bids must be submitted on the official "Bid for Purchase of Government Property" form accompanying this IFB and all Lease Forms must be filled in, signed or initialed, dated, and must accompany the bid form as a package. All information and certifications requested thereon must be provided. Bids submitted in any other manner, or which fail to include all required information or certifications may be summarily rejected. Additional bid forms are available upon request, or you may photocopy the forms in this IFB.

b. Bids should be filled out legibly (preferably typed or printed) with all erasures, strikeovers and corrections initialed by the person signing the bid form. The bid form must be signed and dated.

c. Bidders should retain for their records a copy of all documents submitted to GSA Property Disposal Division.

9. BIDDING IN GENERAL

a. Bids will be accepted beginning Wednesday, January 9, 2002. Any bids received prior to that date will be deemed to have been received on January 9, 2002.

b. Initial bids with proper deposit may be delivered to the GSA Office of Property Disposal in person, by fax, U.S. Postal Service mail, private delivery services, or using Visa or MasterCard credit card, via the Internet at <http://www.auctionrp.com>.

c. Bids must be submitted without contingencies.

10. BIDDER IDENTIFICATION NUMBERS

Once the bid deposit and signed bid form are received and approved, a bidder identification (ID) number will be assigned. This number must be on the bid form when submitting bid increases. The bidder ID number will be used to identify bidders on the recorded hotline and on our auction web page with the URL of <http://www.auctionrp.com>.

11. DAILY BIDDING RESULTS

Bidders may call GSA's 24-hour bid hotline at 1-888-GSA-LAND (1-888-472-5263), Property Code 150, to hear the current high bid. Bidders may also visit <http://propertydisposal.gsa.gov> or our online auction web site at <http://www.auctionrp.com> to obtain current bidding information. The bid hotline and GSA Internet Home Page will be updated whenever new high bids are received during normal business hours, and each Monday morning (excluding Federal holidays) with the highest bid received over the weekend. Bidders will be notified when bidding will close via the hotline recording and the web page. Bidders are urged to pay close attention to the hotline recording and web page in order to be informed about new, revised, and useful information, including but not limited to, the high bid, bidding increments, and the closing date of the auction will be.

12. INCREASING YOUR BID

a. If you learn from the recorded message on the bid hotline or from the web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms, unless you are bidding online. Official bid forms may be photocopied.

b. Increased bids must be at **least FIVE THOUSAND DOLLARS (\$5,000.00)** more than the previous high bid in order to be considered. To increase a previously submitted bid, bidders may use one of the following methods: U.S. Postal Service mail, fax, private express delivery, personal delivery, or online at www.auctionrp.com. Bidding increments may be increased or decreased at the Government's option.

13. FAXING YOUR BID

a. Initial bids sent by facsimile (fax) may be made with a credit card (either Visa or MasterCard) by using the Deposit form in the bid package. Increases in your bid can be made on GSA forms and also sent to us by fax. Bids that are not submitted on GSA forms will be rejected.

b. By faxing your bid, you are agreeing that your based bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is **(415) 436-7402**.

c. A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to send a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:

- (1) Receipt of a garbled or incomplete bid.
- (2) Availability or condition of the receiving fax equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of the bid.
- (7) Security of the bid data.

d. If your fax bid is not reflected on the GSA Property Disposal Hotline recording or on the web page, and your bid is higher than the announced bid, you must call **Rhonda Rance** at **1-888-472-5263, ext. 3433** for verification that your bid was received

14. CALL FOR FINAL BIDS

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the bid

hotline recording. On that date, if no increased bid is received before 3:00 p.m. Pacific Standard Time (PST), then bidding will close at 3:00 p.m. and consideration will be given to awarding (selling) the property to the high bidder. If an increased bid is received, then bidding will be held over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. on that day. There is no advantage to waiting until the last minute to bid.

If you believe that you have faxed a bid in an amount higher than the one being announced on the Hotline as the current high bid, you must notify GSA of the discrepancy. To ensure that your faxed bid is received before a property award is made Call **Rhonda Rance** at **1-888-472-5263, ext. 3433** between 6:30 a.m. and 3:00 p.m. or **Gina Arias-Arrieta** at **1-888-472-5263, ext. 3431**, between 9:00 a.m. and 4:30 p.m. (local time), Monday through Friday, except Federal holidays.

However, your bid must arrive at the place and by the date and time that GSA has specified on the Hotline as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will NOT be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following: a) Receipt of a garbled or incomplete bid; b) availability or condition of the receiving fax equipment; c) incompatibility between the sending and receiving equipment; d) any delay in the transmission or receipt of bid; e) failure of the bidder to properly sign, date, or identify the bid; f) illegibility of the bid; and g) security of the data.

15. BIDDING ONLINE

The Instructions to Bidders, above, apply to bidding over the Internet, with the following exceptions and conditions:

a. Bid deposits by cashier's check may be made following the instructions above. Deposits by credit card (either Visa or MasterCard) may be made over the Internet following instructions on the web site at <http://www.auctionrp.com>. Upon submission of the required information, the credit card account will be debited. The bidder will be notified of his or her bidder ID number. This number and a personal password must be used in order to bid

online. Bidders who wish to pay the bid deposit by credit card must do so between the hours of 9:00 a.m. and 4:30 p.m. (local time), Monday through Friday, except Federal holidays.

b. In order to complete your registration over the Internet, you must submit an official bid form that is signed and dated. Initial bid forms submitted by fax will be accepted; however, you must follow up and submit those bid forms, with date and *original* signature, within five (5) calendar days from the date of the initial bid.

c. Bidders who registered online may increase their bids by following the instructions posted on <http://www.auctionrp.com/sf/>. They may also submit bids by fax, mail or in person. If your bid is not accurately reflected on the web page, you should call **Rhonda Rance at 1-888-472-5263, ext. 3433** or **Gina Arias-Arrieta at 1-888-472-5263, ext. 3431**. By submitting your bid through www.auctionrp.com, you are agreeing that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your bidder ID number and password on the Internet.

16. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

17. BIDS EXECUTED ON BEHALF OF BIDDER

a. A bid executed by an attorney or agent on behalf of a bidder must be accompanied by an authenticated copy of a power of attorney, or other evidence of authority to act on behalf of the bidder.

b. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed under the corporate seal by a duly authorized officer of the corporation, other than the official signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c. If the bidder is a partnership and all partners sign the bid with a notation that they are

all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those, except limited partners, must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

18. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days from the date received by the Government, unless the bid is accepted or rejected by the Government prior to the expiration of the offer. If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

19. SALE AND CONVEYANCE

The sale and conveyance of the property shall be made subject to the following:

a. All covenants, easements, reservations, restrictions, and encumbrances, whether of record or not.

b. Any statement of fact that a physical inspection and accurate survey of the property may disclose.

20. WAIVING INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

21. AUCTION CONTACT INFORMATION

Please use the following for bidding, additional information, or if you need assistance:

24-Hour Bid by Fax	415-436-7402
24-Hour Hotline	888-472-5263 (Property Code 150)
Rhonda Rance	888-472-5263, ext. 3433
Rhonda's e-mail	rhonda.rance@gsa.gov
Gina Arias-Arrieta	888-472-5263, ext. 3431
Emergency Fax	415-522-3213

GSA Home Page: <http://propertydisposal.gsa.gov>
Online Auction: <http://www.auctionrp.com>

THE FORMS SECTION FOLLOWS THIS PAGE.

BID DEPOSIT BY CREDIT CARD

Eureka Federal Building

Invitation for Bids No. 9PR-2002-150

**To: U.S. General Services Administration
ATTN: Rhonda Rance
Real Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
1-888-472-5263, ext. 3433**

This form may be submitted by Fax to: (415) 436-7402

Deposit Amount: \$ _____

By completing this form and signing in the space below, the cardholder agrees to abide by the terms and conditions set forth in Invitation for Bids No. 9PR-2002-150. The cardholder must be the authorized cardholder. The cardholder agrees that their credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders, paragraph 5, Bid Deposit. In the event that the cardholder becomes the successful bidder, the bid deposit will be applied towards the purchase price of the property. In the event that the cardholder is not the successful bidder, the bid deposit will be credited to the credit card account listed below.

Name *(please type or print)*: _____

Street Address: _____

City/State/Zip: _____

Daytime Phone: (_____) _____ Evening Phone: (_____) _____

Fax Number: (_____) _____ E-mail: _____

Check one: Visa _____ MasterCard _____

Card Number: _____ Expiration Date: _____

Name As It Appears On Card: _____

Driver's License No.: _____ State of Issue: _____

Signature: _____ Date: _____

NOTE: You must make your online credit card bid deposit between the hours of 9:00 a.m. and 4:30 p.m. (local time), Monday through Friday, except Federal holidays.

BID FOR PURCHASE OF GOVERNMENT PROPERTY

◆ ◆ ◆
Eureka Federal Building
5th and H Streets
Eureka, California 95501

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

CHECK ONE:

- ☐ Initial Bid
☐ Increased Bid

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

TYPE AND SUBMIT INITIAL BID IN DUPLICATE TO:

General Services Administration, ATTN: Rhonda Rance,
Property Disposal Division (9PR), 4th Floor East,
450 Golden Gate Avenue, San Francisco, CA 94102-3434

THE UNDERSIGNED BIDDER hereby offers and agrees to purchase the property listed below for the bid price entered below. This "Bid for Purchase of Government Property" (bid form) is made subject to the provisions of **Invitation for Bids (IFB) No. 9PR-2002-150**, including the Schedule, Special Terms of Sale, (including the Government Lease for Real Property, Government Tenant List, Supplemental Lease Requirements, General Clauses and Representations and Certifications), the General Terms of Sale, the Instructions to Bidders, the Bid Deposit by Credit Card form (if used), and the "Acceptance by the Government" all of which are incorporated herein and, by reference, made a part of this bid.

REQUIRED BID DEPOSIT: \$10,000

BID AMOUNT: \$ _____

IN THE EVENT THIS BID IS ACCEPTED, the instrument of conveyance should name the following as grantee(s):

Check the manner in which title is to be taken: ☐ Sole and Separate Property ☐ Joint Tenants
☐ Tenants in Common ☐ Community Property (Include the name of your spouse, if applicable.)

BIDDER REPRESENTS that he/she operates as (check one):

- ☐ an individual
☐ an individual doing business as _____
☐ a partnership, consisting of _____
☐ a trustee, acting for _____
☐ a corporation, incorporated in the State of _____

(Also complete "Certificate of Corporate Bidder," on reverse)

YOU MUST COMPLETE THE FOLLOWING:

Name of Bidder _____

Street Address _____

State _____ Zip Code _____

Daytime Phone. _____ Evening Phone _____

Fax No. _____ E-mail _____

Signature _____ Date _____

**CERTIFICATE OF CORPORATE BIDDER
INVITATION FOR BIDS NO. 9PR-2002-150**

I, _____ certify that I am _____
(Print Name) (Secretary or other Official Title)
of the Corporation named as bidder herein; that _____,
(Name of Authorized Representative)
who signed this Bid for Purchase of Government Property, on behalf of the bidder, was
then _____ of said Corporation; and that said bid was
(Official Title)
duly signed for and on behalf of said Corporation by authority of its governing body and
is within the scope of its corporate powers.

Signature of
Certifying Officer: _____ Date: _____

Corporate Seal here

Do not write below - For Government use, only

**ACCEPTANCE BY THE GOVERNMENT
INVITATION FOR BIDS NO. 9PR-2002-150**

The foregoing Bid for Purchase of Government Property is accepted by and on behalf
of the United State of America, acting by and through the Administrator of General
Services, on this _____ day of _____, 20_____

(Print or type name and title of Contracting Officer)

(Signature of Contracting Officer)

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 8,991 occupiable square feet of office and related space in the **EUREKA FEDERAL BUILDING** located at the corner of 5th and H Streets, Eureka, California, beginning the date ownership officially changes. All loading dock and two (2) driveway parking spaces are to be made available to the Government tenants remaining. The Government Tenant List and Supplemental Lease Requirements are attached and made a part of this lease agreement.

B. STANDARD CONDITIONS AND REQUIREMENTS

1. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the "GOVERNMENT"):

a. The property is being sold "AS IS" and "WHERE IS." The Purchaser/Lessor will be required to maintain the property, at a minimum, in its "AS IS" status during the term of Federal tenancy, but will not be required by the Federal Government to make upgrades as a condition to this sale.

b. The Lessor shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances.

c. This lease is full service, including but not limited to requirements to provide utilities, custodial/janitorial, and maintenance services.

d. Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

e. Background Investigation. GSA currently contracts for custodial/janitorial and maintenance services for the property. You are advised that federal law enforcement agencies routinely conduct background investigations of contractors and their employees and of subcontractors and their employees working in federally owned or leased space. If the Lessor chooses contractor(s) other than those currently under GSA contract, background investigations will be conducted. Based on the results of such investigations, the Government retains the right to reject contracts or employment on this property by the subjects of these investigations.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	** OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING Frequency <u>twice yearly</u>	** PAINTING FREQUENCY	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> CARPET CLEANING Frequency: As required	Space: N/A	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES		Public Areas N/A	
** SNOW REMOVAL N/A	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.			

3. OTHER REQUIREMENTS

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. THIS PARAGRAPH IS DELETED.

PART II - OFFER (To be completed by Offeror/Owner)**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Eureka Federal Building 5th and H Streets Eureka, CA 95501	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) Entire 1st floor, portions of 2nd floor	b. ROOM NUMBER(S)
	c. OCCUPIABLE SQ. FT. 8,991	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE OTHER (Specify)

B. TERM

To have and to hold, for the term commencing on the date the ownership of the property is transferred, through three (3) years thereafter (Date: _____). The Government may terminate this lease at any time in whole or in part by giving 120 days' written notice to the Lessor. No rents shall accrue after the effective date of the termination of a block of space vacated by a Government tenant. Said notice shall be computed commencing the day after the date of mailing.

C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT \$107,892.00	9. MAKE CHECKS PAYABLE TO (Name and address)
8. RATE PER MONTH - \$8,991.00	

10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

10b. TELEPHONE NUMBER OF OWNER	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING .. OWNER .. AUTHORIZED AGENT .. OTHER (Specify)
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12. NAME OF OWNER OR AUTHORIZED AGENT	13. TITLE OF PERSON SIGNING
---------------------------------------	-----------------------------

14. SIGNATURE OF OWNER OR AUTHORIZED AGENT	15. DATE	16. <u>THIS PARAGRAPH IS DELETED.</u>
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PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (A) the two-page U.S. Government Lease for Real Property, GSA Form 3626; (B) the Government Tenant List; (C) the Supplemental Lease Requirements; (D) the Government's General Clauses; and (E) the Representations and Certifications, GSA Form 3518.

Percentage of Government occupancy - Actual percentage of Government occupancy will be confirmed after sale is complete.

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print) Douglas Wierenga (9PNE)	17b. SIGNATURE OF CONTRACTING OFFICER	17c. DATE
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GOVERNMENT TENANT LIST

EUREKA FEDERAL BUILDING

U.S. POSTAL SERVICE

Location: 1st floor
Parking Spaces: One (1) surface, plus ALL loading dock area/rear of building.
Move Date: Estimated December 1, 2002
Rental Rate: \$12.00 per square foot, per year, full service, total office and related space.
Square Feet: **6,308**

U.S. DISTRICT COURT

Location: 2nd floor
Parking Spaces: None.
Move Date: Estimated December 1, 2002
Rental Rate: \$12.00 per square foot, per year, full service, total office and related space.
Square Feet: **244**

U.S. BANKRUPTCY COURT

Location: 2nd floor
Parking Spaces: None
Move Date: Estimated December 1, 2002
Rental Rate: \$12.00 per square foot, per year, full service, total office and related space.
Square Feet: **244**

U.S. MARSHALS SERVICE

Location: 2nd floor
Parking Spaces: None
Move Date: Estimated December 1, 2002
Rental Rate: \$12.00 per square foot, per year, full service, total office and related space.
Square Feet: **543**

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INVITATION FOR BIDS NO. 9PR-2002-150

INITIALS: _____ & _____
Lessor Govt.

GOVERNMENT TENANT LIST (Continued)
EUREKA FEDERAL BUILDING

U.S. TRUSTEES

Location: 2nd Floor
Parking Spaces: None.
Move Date: Estimated December 1, 2002
Rental Rate: \$12.00 per square foot, per year, full service, total office and related space.
Square Feet: **299**

U.S. CUSTOMS SERVICE

Location: 2nd floor
Parking Spaces: One (1) surface.
Move Date: Estimated June 1, 2002
Rental Rate: \$12.00 per square foot, per year, full service, total office and related space.
Square Feet: **376**

NAT'L. OCEANIC & ATMOSPHERIC ADMIN.

Location: 2nd Floor
Parking Spaces: None.
Move Date: Estimated June 1, 2002
Rental Rate: \$12.00 per square foot, per year, full service, total office and related space.
Square Feet: **367**

SOCIAL SECURITY ADMIN. - OHA

Location: 2nd floor
Parking Spaces: None
Move Date: Estimated June 1, 2002
Rental Rate: \$12.00 per square foot, per year, full service, total office and related space.
Square Feet: **610**

TOTAL SQUARE FEET = 8,991

LEASE NO. GS-09B-

INVITATION FOR BIDS NO. 9PR-2002-150

INITIALS: _____ & _____
Lessor Gov't.

1. WINDOW AND FLOOR COVERING

Window and floor coverings are to be maintained in "as is" condition. However, vinyl asbestos floor tile shall not be used for replacement or new installations.

2. CARPET AND RESILIENT FLOOR REPLACEMENT

The carpet /resilient floor covering is to be maintained in "as is" condition. The carpet/resilient floor shall be replaced by the Lessor, at no cost to the Government, at any time during occupancy when backing or underlayment is exposed and poses unsafe/unsanitary conditions. Replacement includes moving and return of the furniture.

3. HEATING AND AIR CONDITIONING (JUL 1994)

Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

4. VENTILATION (OCT 1996)

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, "Ventilation for Acceptable Indoor Air Quality."

5. VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted in their "as is" condition.

6. ELECTRICAL: GENERAL (JAN 1997)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.

7. ELEVATORS (JAN 1997)

Maintain in existing working order. Lessor will give GSA 24 hours advance notice if elevator service is to be interrupted more than one and one half (1-1/2) hours. Interruption shall be scheduled for minimum inconvenience.

8. SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

9. OVERTIME USAGE (JAN 1997)

- (a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- (b) The HVAC hourly overtime rate is established at FIVE DOLLARS (\$5.00) per hour, per floor.
- (c) If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- (d) When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 will be placed using a Form 300, Order for Supplies or Services. The clauses entitled "GSAR 552.232-71 Prompt Payment (APR 1989)" and "GSAR 552.232-72 Invoice Requirements (Variation), apply to all orders for overtime services.

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INVITATION FOR BIDS NO. 9PR-2002-150

INITIALS: _____ & _____
LESSOR LESSOR GOV'T

- (e) All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

10. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

12. JANITORIAL SERVICES (JAN 1997)

Cleaning is to be performed during daytime tenant working hours of 6:00 a.m. to 6:00 p.m.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

DAILY: Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, clean elevators and remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

THREE TIMES A WEEK: Sweep or vacuum stairs.

WEEKLY: Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas and driveways (weather permitting).

EVERY TWO WEEKS: Spray buff resilient floors in secondary corridors, entrance and lobbies. Damp mop and spray buff hard and resilient floors in office space.

MONTHLY: Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

EVERY TWO MONTHS: Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.

THREE TIMES A YEAR: Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies.

TWICE A YEAR: Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas. Wet mop or scrub basement.

ANNUALLY: Wash all Venetian blinds and dust six (6) months from washing. Vacuum or dust all surfaces in the building within 70 inches from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

EVERY TWO YEARS: Shampoo carpets in all offices and other non-public areas.

AS REQUIRED: Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes moving and return of furniture). Control pests as appropriate, using Integrated Pest Management techniques.

12. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)

- (a) Except in case of damage arising out of the willful act or negligence of a Government employee, the Lessor shall maintain the premises, including the building and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the

LEASE NO. GS-09B-

INVITATION FOR BIDS NO. 9PR-2002-150

INITIALS: _____ & _____
LESSOR LESSOR GOV'T

(b) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and supplies shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed, as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.

(c) Without any additional charge, the Government reserves the right to require the Lessor or his representative to test once a year, with proper notice, such systems as fire alarm, sprinkler, emergency generator, etc., to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

The Lessor shall provide the labor, material, and supervision to adequately maintain the structure, the roof, the exterior walls, windows, doors, and any other necessary building appurtenances to provide watertight integrity, structural soundness, and acceptable appearance.

- (a) Guard service is not required. However, if guard service is provided, the security guard must be licensed to be a guard and to carry a firearm and must meet all State of California requirements.
- (b) The entrance from the loading dock parking lot into the building shall be reserved for employees of the U.S. Postal Service, only.
- (c) The building's parking spaces shall be reserved for agencies within the building, only, and parking spaces currently assigned to Federal agencies shall be maintained. No random public parking shall be allowed. The parking lot shall be properly posted and unauthorized vehicles towed at their owners' expense. See requirements listed in California Vehicle Code, Section 22658.
- (d) The lighting/illumination in the parking lot shall be maintained in its "as is" condition or have a minimum level of 1.0 per square foot candle power.

- (a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO₂ - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).
- (b) The Lessor shall make a reasonable attempt to apply insecticides (except traps), paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide advance notice to the tenant before applying noxious chemicals in occupied spaces, and adequate ventilation in those spaces during working hours during and after application.
- (b) The Lessor shall, at all times, supply adequate ventilation to the leased premises with air having contaminants below

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OSHA or EPA action levels and permissible exposure limits, and without noxious odors or dusts. The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.

- (d) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls, including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC systems, etc.), to address such complaints.
- (e) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.

End of Supplemental Lease Requirements

LEASE NO. GS-09B-

INVITATION FOR BIDS NO. 9PR-2002-150

INITIALS: _____ & _____

LESSOR

GOV'T

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

INVITATION FOR BIDS NO. 9PR-2002-150

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under the lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of the lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any cost incurred for the service or item, including administrative costs, from rental payments.
5. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)
 - (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
 - (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
 - (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
 - (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.
6. 552.270-14 - CHANGES (SEP 1999) (VARIATION)
 - (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or
 - (4) Amount of space, provided the Lessor consents to the change.

INITIALS: _____ & _____ F12
LESSOR GOVERNMENT _____

GSA Form 3517C Page (9/01)

- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
- (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.
7. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (Applicable to leases over \$25,000.)
- (a) The Government suspends or debar Contractors to protect the Government's interest. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor whose subcontract will exceed the small purchase limitation as FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor,
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interest when dealing with such subcontractor in view of the specific basis for the part's debarment, suspension, or proposed debarment.
8. 52.222-26 - EQUAL OPPORTUNITY (FEB 1999)
- (Applicable to leases over \$10,000.)
- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
 - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
 - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
 - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

9. 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
 - (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

10. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its right to be paid amounts due or to become due as a result of the performance by contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such in writing.

11. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

- (a) Payment due date.
 - (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
 - (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (b) Invoice and inspection requirements for payments other than rent.
 - (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

12. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:
 - (1) The lease number to which this notice applies.
 - (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (3) Number of account to which funds are to be deposited.
 - (4) Type of depositor account ("C" for checking, "S" for savings).
 - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

13. 52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (d) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

INITIALS: _____
LESSOR

&

GOVERNMENT _____

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- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

REPRESENTATIONS AND CERTIFICATIONS (Short Form)
(Simplified Acquisition of Leasehold Interests in Real Property)

Solicitation Number

Dated

1. 52.204-3 TAXPAYER IDENTIFICATION (SEP 1989) (VARIATION)

(a) The Offeror is required to submit taxpayer identification information in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract. Taxpayer information on the payee, if different from the offeror, is also required; however, it may be provided at the time of award.

(b) Offeror's Taxpayer Identification Number (TIN).

☐ TIN: _____ ☐ TIN has been applied for. ☐ TIN is not required.

(c) Corporate Status.

☐ Corporation; ☐ Not a corporate entity; ☐ Sole proprietorship ☐ Partnership

(d) Common Parent.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent: Name _____ TIN _____

(e) Payee's Taxpayer Identification Number.

☐ TIN: _____ ☐ TIN has been applied for. ☐ TIN is not required.

2. OFFEROR'S DUNS NUMBER (AUG 1995) (enter number, if known): _____

OFFEROR OR
AUTHORIZED
REPRESENTATIVE

Name and Address (Including ZIP Code)

Telephone Number(s)

Signature

Date

LEASE NO. GS-09B-

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INVITATION FOR BIDS NO. 9PR-2002-150

INITIALS: _____ & _____
LESSOR GOV'T.